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No. 590

In the

Supreme Court of the United States

OCTOBER TERM, 1968

ROBERT JAYSON, WILLIAM K. JAYSON AND JENNIE JAYSON,
Petitioners,

v.

THE UNITED STATES,
Respondent.

On Petition for Writ of Certiorari to the United States Court of Claims

REPLY TO MEMORANDUM FOR THE UNITED STATES IN OPPOSITION

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In the

Supreme Court of the United States

OCTOBER TERM, 1968

No. 593

ROBERT JAYSON, WILLIAM K. JAYSON AND JENNIE JAYSON,
Petitioners,

v.

THE UNITED STATES,
Respondent.

On Petition for Writ of Certiorari to the United States Court of Claims

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REPLY TO MEMORANDUM FOR THE UNITED STATES IN OPPOSITION

The Constitutional questions arising from the issues involving the wilful violation of the United States Statutes (USCA Title 40, Section 352) and the regulations thereunder requiring that proposals submitted by other than the title owners must be accompanied by documents showing their authority, have never been adjudicated, and the due process of law has been denied petitioners.

This requirement was flagrantly violated by the "syndicate" and accepted by the General Services Administration for respondent. (See Appendix B and C to petition.)

The "syndicate" offered property which it did not own nor have any authority over, and fixed a ceiling price to the respondent, all of which the respondent knew at the time of the offering. This action formed the base for the subsequent events which could not be made legal or equitable by any subsequent proceeding, being in the inception a harsh violation of the due process clause, Amendment V, the statutes cited and the decision in *O'Neill v. Leamer*, 239 U.S. 244, in which cardinal principles are stated:

> "No man can be coerced into corporate relations with others, and to assume and perform the duties and burdens of that relation."
>
> "Dissenting landowners are rendered incapable of making a protest or of uttering a syllable against the enterprise. That, too, renders the act void."

The respondent endorses the guarantee by the "syndicate". This was a conditional guaranty fixing a total price and on property not owned by any member of the "syndicate", in violation of Title 40 Sec. 298(a), USCA. (Repealed September 9, 1959, 73 Statutes 486.)

The site proposal (Appendix B and C to the petition) was not known to petitioners until April 4, 1961, after the original action in the United States District Court in March, 1960, which judgment foreclosed all consideration of any matter by summary pre-trial order of the trial court (Appendix "A" to petition) and petitioners have never been

given their day in court as to the issues involved in the site proposal and the conditional guaranty, which denial has been arbitrary, capricious, and displays bad faith in respect to petitioners' constitutional rights.

Evidence that the site proposal and the guaranty were more than just irregular is found in Volume 107 of the Congressional Record, pages 10417-10437 of June 26, 1961.

CONCLUSION

The material issues arising out of the void proposals and the conditional guaranty in violation of the cited statutes and the due process clause, having never been adjudicated, cannot be barred by the public policy doctrine of res judicate. The petition for writ of certiorari should be granted.

Respectfully submitted,

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